

Panaji, 3rd September, 2015 (Bhadra 12, 1937)

SERIES II No. 23

# OFFICIAL GAZETTE



# GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note:- There are seven Extraordinary issues to the Official Gazette, Series II No. 22 dated 27-08-2015 as follows:—*

- (1) Extraordinary dated 27-08-2015 from pages 715 to 716 regarding Notification from Department of Power.
- (2) Extraordinary (No. 2) dated 28-08-2015 from pages 717 to 718 regarding Notification from Goa Legislature Secretariat.
- (3) Extraordinary (No. 3) dated 28-08-2015 from pages 719 to 720 regarding Order from Department of Finance.
- (4) Extraordinary (No. 4) dated 31-08-2015 from pages 721 to 722 regarding Order from Department of Elections.
- (5) Extraordinary (No. 5) dated 31-08-2015 from pages 723 to 724 regarding Order from Department of Home.
- (6) Extraordinary (No. 6) dated 01-09-2015 from pages 725 to 738 regarding Orders & Notification from Department of Elections.
- (7) Extraordinary (No. 7) dated 02-09-2015 from pages 739 to 740 regarding Notifications from Department of Finance.

## GOVERNMENT OF GOA

### Department of Co-operation

Office of the Registrar of Co-operative Societies

#### Order

No. 1/3/71/EST/RCS/Part(Vol.II)

On the recommendations of the Departmental Promotion Committee conveyed by the Goa Public Service Commission vide letter No. COM/II/11/11/(1)/2012/1170 dated 20-08-2015, the Government is pleased to promote Shri Uday V. Vaidya to the post of Asstt. Registrar of Co-op. Societies, Group 'B' (Gazetted) in the establishment of Registrar of Co-op. Societies in the PB—2 Rs. 9,300-34,800+ G.P. (4,600/-) on regular

basis with immediate effect. He shall continue to hold the same post of Asstt. Registrar of Co-op. Societies, North Zone, Mapusa.

He will be on probation for 2 years or till retirement on superannuation whichever is earlier.

By order and in the name of the Governor of Goa.

Narayan Sawant, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 21st August, 2015.



### Department of Education, Art & Culture

Directorate of Higher Education

#### Order

No. 23/4/90-EDN/2281

Sanction of the Government is hereby conveyed to Dr. Renji George Amballoor, Associate Professor of Economics, Government College of Arts, Science and Commerce, Quepem to avail Sabbatical leave for a period of one year w.e.f 10-08-2015 to 09-08-2016 subject to the conditions laid down in the provisions of the University Grants Commission Regulations/Goa University statutes governing grants of sabbatical leave.

Dr. George is also permitted to engage classes of M. Com. and T.Y.B.Com of Government College, Quepem till the end of the current semester.

On completion of his sabbatical leave Dr. Renji George Amballoor, Associate Professor of Economics shall report to his duties as Associate Professor in Economics in the Government College of Arts, Science and Commerce, Quepem.

By order and in the name of the Governor of Goa.

Sneha S. Morajkar, Under Secretary (HE).

Porvorim, 21st August, 2015.

Directorate of Art &amp; Culture

## Order

No. DAC/CL/CHI-COMMITTEE/2015-16/2006

Government is pleased to constitute a Committee for conducting various programmes to inculcate reading habits among children for better prospects and personality development.

The Committee shall comprise of the following members:-

- |   |   |                   |
|---|---|-------------------|
| 1. Smt. Nishta Desai                        | — | Chairman.         |
| 2. Smt. Sulaksha Kolmule                    | — | Convener.         |
| 3. Smt. Sujata Noranha                      | — | Member.           |
| 4. Smt. Rajashri Bhandodkar                 | — | Member.           |
| 5. Smt. Janani Narayanan                    | — | Member.           |
| 6. Dr. Shaila D'Souza                       | — | Member.           |
| 7. Smt. Aparna Garudi                       | — | Member.           |
| 8. Smt. Kusum Agarwal                       | — | Member.           |
| 9. Smt. Ratnmala Divker                     | — | Member.           |
| 10. Dr. Prakash Paryekar                    | — | Member.           |
| 11. Shri Jose Lawrence                      | — | Member.           |
| 12. Shri Chetan Acharya                     | — | Member.           |
| 13. Accountant (Central Library)            | — | Member.           |
| 14. Librarian In-charge of Children Section | — | Member Secretary. |

The Committee shall meet as and when required and decide about the matters/issues related to Children's Section to inculcate reading habits among children.

The Committee shall also arrange to organize various workshops, programmes and other activities for children. The Committee shall take all necessary steps for over all development of Children's Section of the Central Library and give suggestions to the Department on this subject.

The Non-Official Members of the Committee shall be paid TA/DA as per the prevailing rules.

By order and in the name of the Governor of Goa.

*Prasad Lolayekar*, Director & ex officio Additional Secretary (Art & Culture).

Panaji, 21st August, 2015.

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Department of Labour

## Notification

No. 28/1/2015-Lab/Part-I/813

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 13-07-2015 in reference No. IT/29/09 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Labour).

Porvorim, 25th August, 2015.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Ms. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/29/09

Workmen,  
Rep. by Gomantak  
Mazdoor Sangh,  
G-5 Macedo Apartment,  
Tisk, Ponda, Goa. ... Workmen/Party I.

v/s

M/s Chowgule Industries  
Pvt. Ltd.,  
Campal, Panaji-Goa. ... Employer/Party II.

Party I represented by Shri P. Gaonkar.

Party II represented by Adv. Shri R. Kinnerkar.

## AWARD

(Passed on this 13th day of July, 2015)

1. In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short The Act) the Government of Goa by order dated 04-09-2009 bearing No. 28/12/2009-LAB referred the following dispute for adjudication.

"(1) Whether the action of the management of M/s. Chowgule Industries Private Limited, Panaji-Goa, in not conceding to the following charter of demands dated 10-06-2008, raised by the Gomantak Mazdoor Sangh, Ponda, is legal and justified?"

## CHARTER OF DEMANDS

## (1) Demand No. 1:- Pay Scales

The Union demanded the following pay scales:-

Grade	Pay Scales
1	2
I- Helper	1750-60-2050-70-2400-80-2800- -90-3250-100-3750-110-4300- -120-4900

1	2
II- Mechanic I	1850-65-2175-75-2550-85-2975- -95-3450-105-3975-115-4550- -125-5175
III- Mechanic II	1950-70-2300-80-2700-90-3150- -100-3650-110-4200-120-4800- -130-5450
IV- Sr. Mechanic	2050-75-2425-85-2850-95-3325- -105-3850-115-4425-125-5050- -135-5725
Clerical/Jr. Store Assistant	1850-65-2175-75-2550-85-2975- -95-3450-105-3975-115-4550- -125-5175
Sr. Assistant	2150-80-2550-90-3000-100- -3500-110-4050-120-4650-130- -5300-140-6000

**(2) Demand No. 2:- Flat Rise**

It is demanded that all the workmen should be given the flat rise of Rs. 1000/-, the said amount should be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

**(3) Demand No. 3:- Seniority Increment**

It is demanded that the workmen should be given seniority increments as mentioned below:-

Service upto 4 years	: Two Increments.
Service above 4 years and upto 8 years	: Three Increments.
Service above 8 years and upto 13 years	: Four Increments.
Service above 13 years	: Five Increments.

**(4) Demand No. 4:- Variable Dearness Allowance**

It is demanded that the Variable Dearness Allowance should be paid at the revised rate of Rs. 3/- per point, rise above 2000 points (1960= 100). The computation of Variable Dearness Allowance should be made quarterly based as per existing system.

**(5) Demand No. 5:- House Rent Allowance**

It is demanded that House Rent Allowance should be paid at the revised rate of 30% of basic and Dearness Allowance, as the cost of the accommodation is very high in Goa being Tourist State.

**(6) Demand No. 6:- Children Education Allowance**

It is demanded that the Children Education Allowance should be paid by adding an amount of Rs. 500/- to the existing allowance.

**(7) Demand No. 7:- Conveyance Allowance**

It is demanded that all workmen should be paid Conveyance Allowance at the rate of Rs. 70/- per day of attendance.

**(8) Demand No. 8:- Paid Holidays**

It is demanded that all the workmen should be granted 16 paid holidays per year. It is further demanded that the festival holidays that fall on weekly off should be changed to next day or one day earlier, which should be finalized in consultation with the Union.

**(9) Demand No. 9:- Leave**

It is demanded that all the workmen should be given leave on following basis:-

- Earned Leave:-** It is demanded that all the workmen should be given Earned Leave at the rate of 30 days per year with accumulation upto 120 days and leave should be allowed to be taken 10 times in a year.
- Causal Leave:-** It is demanded that all the workmen should be given Casual Leave at the rate of 15 days per year with encashment facility.
- Sick Leave:-** It is demanded that all the workmen should be given Sick Leave at the rate of 15 days per year with accumulation upto 60 days.

**(10) Demand No. 10:- Leave Travel Assistance**

It is demanded that Leave Travel Assistance should be paid at the revised rate of Rs. 3,500/- per annum, with minimum of four days earned leave. The amount shall be paid one week before the commencement of leave.

**(11) Demand No. 11:- Medical Reimbursement/ Medical Allowance**

All the workmen are working in the dusty place, which causes major hazards to the health of the workers, and as the cost of medicine is very high and cannot be met with the wages paid to the workmen, it is demanded that the cost of all medical expenses of the workmen and their family should be reimbursed and an amount of Rs. 4,500/- should be paid as medical allowance to meet the day-to-day needs of the family members of the workmen.

**(12) Demand No. 12:- Festival Advance**

It is demanded that all the workmen should be granted festival allowance at Rs. 3,500/- once in a

year at the time of festival to meet the additional expenses incurred by him for such festival.

**(13) Demand No. 13:- Bonus/Ex-gratia**

It is demanded that all the workmen should be paid Bonus/Ex-gratia at the rate of 20% of gross wages every year, before Diwali.

**(14) Demand No. 14:- Canteen Subsidy**

It is demanded that all the workmen should be paid canteen subsidy at the rate of Rs. 500/- per month.

**(15) Demand No. 15:- Washing Allowance**

It is demanded that the existing washing allowance should be revised to Rs. 350/- per month.

**(16) Demand No. 16:- Daily Bhatta/Out Door Allowance**

It is demanded that those workmen who are required to work on out station duties should be paid actual travelling allowance and accommodation allowance and the daily bhatta at the rate of Rs. 350/- per day.

**(17) Demand No. 17:- Special Sick Leave**

It is demanded that those workmen who meet with accident while on duty should be granted special sick leave for the period they are under medical treatment.

(2) If not, to what relief the workmen are entitled?”.

2. Upon receipt of the dispute, reference No. IT/29/09 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I filed the claim statement at Exb. 5. Party II filed written statement at Exb. 6. Rejoinder was filed by Party I at Exb. 10.

3. It is in short the case of Party I that it is representing the workmen employed by Party II who is an Industrial establishment having sales and service centers in Goa and it is engaged in sales and service of the vehicles manufactured by M/s Maruti Udyog Ltd. and Swaraj Mazda. It is stated that Party II started sales and service activities in the State of Goa in the year 1995. It is stated that the settlement dated 22-3-05 between the parties expired on 30-6-08 and as such Party I submitted a fresh Charter of Demands (COD) vide letter dated 10-6-08. It is stated that the matter was taken in conciliation but the parties could not arrive at a settlement and the

conciliation officer submitted the failure report to the Government. Pursuant to failure report, the Government by order dated 4-9-09 referred the dispute to the Tribunal for adjudication.

4. It is further the case of Party I that from July, 2004 to August, 2009, the consumer price index has increased from 2549 to 3698 and therefore there is tremendous increase in the inflation and the wages paid to the workmen are insufficient to meet their day-to-day needs. It is stated that Party II is making huge profits and is in a sound financial position to meet the demands of the workmen. It is stated that there is huge disparity between the salary paid to the officers and the wages paid to the workmen. It is stated that the workers who were confirmed during the period of settlement were not given VDA as per the terms of the settlement. It is stated that due to more than 80% increase in the All India Consumer Points and increase in the inflation, the purchasing power of the Rupee is decreased tremendously.

5. In defence, it is the case of Party II that Party I Union has no locus standi to espouse the present demands of the workmen belonging to auto dealership and marketing activities. It is stated that Party I Union has not filed any documents to show that it is duly registered under Trade Union Act. It is stated that the additional financial burden if put on Party II will have crippling effect on its financial capacity thereby jeopardizing the very survival of the company in a highly competitive market. It is stated that in the last settlement, the average rise in the salary was Rs. 1088/- approximately. It is stated that the financial position of Party II is not sound and that there is no tremendous increase in inflation. It is stated that the various clauses of the settlement which was in force from 1-7-04 to 30-6-08 take care of the increase in the cost of living. Party II has denied that there is disparity in the wage structure of the officers vis-a-vis the workmen as these are two different categories and are not comparable. It is stated that the comparable concerns pay less wages to their workmen as compared to the wages paid by Party II. It is stated that Party I has filed to justify as to why and how the basic wages could be even considered or increased so disproportionately as is sought to be done in the present COD as compared to the last mutually agreed settlement. Party II has therefore amongst above and other grounds stated that Party I is not entitled to any relief in this reference.



6. In the rejoinder, Party I has denied the defence raised by Party II in the written statement.

7. It may be mentioned that Party I had filed an application for interim relief (Exb. 8) claiming an amount of Rs. 2,500/- per month. By order dated 5-4-11, this court disposed the said application granting it partly thereby directing Party II to pay to Party I workmen an amount of Rs. 750/- per month from the date of application till the final Award. The amount paid as above was ordered to be adjusted at the time of passing of the final Award.

8. In view of the pleadings in the claim statement and the written statement, the issues dated 17-8-2011 at Exb. 24 were framed.

9. In the course of evidence, Party I examined Shri Nilesh Sawant as witness No. 1 and Shri Puti Gaonkar as witness No. 2. On the other hand Party II examined Shri Sujay Rao as their witness and closed their case.

10. Heard Ld. representative Shri P. Gaonkar for Party I and Ld. Advocate Shri R. Kinnerker for Party II. Both the parties have also filed written submissions.

11. During the arguments Ld. representative for Party I relied on the following judgment.

1. **Transport Corporation of India Ltd., Bombay and Others V/s Maharashtra Rajya Mathadi Transport and General Kamgar Union and Others 2002 III LLJ 835.**

12. Ld. Advocate for Party II relied on the following judgments.

1. **Mah. Engg. Plastic & General Kamgar Union V/s Chamundi Petroleum & Ors. 2007 1 CLR 810.**
2. **Purohit & Purohit V/s Sarva Shramik Sangh and Other Sp. C.A. 100/1968 (Bom. H.C.).**
3. **Williamsons (India) Pvt. Ltd. V/s Its Workmen 192 EL.R. 515.**
4. **Novex Dry Cleaners V/s Its Workmen 1962 EL.R 224.**
5. **French Motor Car Co. Ltd. V/s Workmen 1963 AIR 1327.**
6. **Messrs. Polychem Ltd. V/s R.D. Tulpule, Industrial Tribunal, Bombay & Anr. 1972 II LLJ 29.**
7. **B. P. Steel Industries (P) Ltd. V/s Industrial Workers' Union & Ors. 1998 II CLR 611.**

8. **Greaves Cotton and Co. and Others V/s Their Workmen 1964 AIR 689.**

9. **Remington Rand of India Ltd. V/s Workmen 1969 (19) FLR 46.**

10. **Workmen of Balmer Lawrie and Co. Ltd. V/s Balmer Lawrie and Co. Ltd. 1964 (8) FLR 112.**

11. **Hindustan Lever Ltd. V/s B.N. Dongre and Ors. 1994 II CLR 673.**

12. **Walchandnagar Industries Ltd. V/s Construction Employees Union and Anr. 2003 III CLR 915.**

13. **Mukand Ltd. V/s Mukand Staff and Officers' Association 2004 I CLR 1062.**

13. I have gone through the records of the case and have duly considered the submissions of both the parties.

14. I am reproducing herewith the issues along with their findings and reasons thereof.

Sr. No.	Issues	Findings
1.	Whether the Party I/Union has locus standi to espouse the dispute on behalf of the workmen of the Party II company?	Positive.
2.	Whether the Party I proves that the demands raised vide letter dated 10-6-2008 are legal and justified?	Partly proved.
3.	What relief? what Award?	As per order below.

#### REASONS

15. *Issue No. 1:* In the claim statement Party I has stated that the Gomantak Madoor Sangh (GMS for short) is a Registered Trade Union under the Trade Unions Act, 1926 and is recognized Union in the factory and it represents almost all the workmen employed by Party II at their sales and service centers all over the Goa. In defence, it is the case of Party II that Party I Union has no locus standi to espouse the present COD as no documents are filed on record to show that the said Union is entitled to organize the workmen belonging to 'Auto Dealership and Marketing Activity'- the industry in which category Party II company belongs to.

16. In his evidence, witness of Party I Shri Nilesh Sawant has not made any statement on this issue, however witness No. 2 for Party I namely Shri Puti Gaonkar has stated in his chief examination that he is the General Secretary of GMS which is a Registered Trade Union under the Trade Unions Act, 1926 and which is representing the interest of the workers under the reference. He has stated that the Union was registered on 13-11-1981 and its registration number is 186.

17. In his cross examination Shri P. Gaonkar was shown copy of the constitution and rules of GMS along with the schedule which the witness has admitted and the same is marked as Exb. 45. This witness has admitted that their Union is bound by the aims and objects mentioned in Exb. 45. This witness was then shown copy of the application for registration of Trade Union alongwith Form A and Schedule II and the witness has admitted the same. It is marked as Exb. 46 colly. This witness has stated that at the time when their Union was registered, Goa was an Union Territory and therefore the objects of their constitution were confined to Goa, Daman and Diu. He has stated that in clause (a) of the objects in the constitution of their Union, there is mention about organizing/forming Union in sales and services of vehicle.

18. Exb. 46 colly is the application for registration of Trade Unions which indicates that Party I Union was registered under the Trade Unions Act, 1926. Perusal of Exb. 45 i.e the constitution and rules of GMS reveals that one of the objects of GMS is to organize and unite the persons employed in the different Industries in Union Territory of Goa, Daman & Diu and to regulate their relation with the employees. Schedule A annexed to Exb.45 indicates that GMS was authorized to represent the workers employed in several Industries listed therein and clause 19 of schedule A refers to 'Motor Vehicles' and clause 21 refers to 'Commerce (a) Wholesale & Retail Trade'. Admittedly the activities of Party II company include the sales and services of vehicles manufactured by M/s Maruti Udyog Ltd. and Swaraj Mazda. Thus, the above activities squarely come under the ambit of clause 19 and 21 of schedule A to the constitution. In the judgment in the case of **Maharastra Engineering (Supra)**, the Union, under its constitution was allowed to represent workmen employed in several Industries listed therein, which did not include petrol pumps and therefore in such situation, the Industrial Court

had held that the Union therein had no authority to represent the employees of the company and file complain on their behalf. Reading of this judgment reveals that petrol pumps Industry was not included in the schedule A of the constitution of the Union therein when the complain was filed. The said constitution was subsequently amended to include 'petrol pump' in schedule A but as at the time of filing of the complain the position was not so, it was held that the Union had no authority to represent the employees of the company at the time of filing of the complain. The fact situation in the instant case is totally different, as schedule A to the constitution of the Union herein includes 'Motor Vehicles and Commerce' (a) 'Wholesale & Retail Trade' and thus in such situation ratio in the above judgment cannot be imported to apply in the instant case. The consequence therefore is that Party I/Union has locus standi to espouse the dispute on behalf of the workmen of Party II company.

19. Be that as it may, witness No. 1 Shri Nilesh Sawant has otherwise produced on record letter dated 14-5-08 (Exb. 26) addressed by Shri P. Gaonkar as General Secretary of GMS to Party II informing that almost all the permanent employees working at sales and services centers of Party II, in Goa have joined GMS. He has also produced letter dated 14-5-08 (Exb. 27) addressed by Shri P. Gaonkar as the General Secretary of GMS to Party II informing the names of committee members of the Union. He has further produced 6 letters all dated 10-3-08 (Exb. 28 colly) signed by the employees of Party II working in their sales and service in Goa who have joined GMS and have authorized Shri P. Gaonkar, as the General Secretary to represent them before the management and the Government officials including the Tribunal or any other forum in their labour dispute. It may be mentioned that witness No. 2 Shri P. Gaonkar has identified his signature on Exb. 26 and 27. Thus, all the above evidence also goes to support the case of Party I on the subject of the Union having locus standi as also Shri. P. Gaonkar as General Secretary of GMS having authority to represent the workmen. Hence my findings in the positive.

20. *Issue No. 2:* It deserves to be noted that the present COD has been raised vide letter dated 10-6-08 as the then existing settlement dated 22-3-05 which was for the period from 1-7-04 to 30-6-08 (Exb. 38) was to expire on 30-6-08. The settlement prior to settlement dated 22-3-05 was for the period from 1-7-2000 to 30-6-04. It is also a matter of record that the union has submitted

further COD vide letter dated 28-6-12 for the period from 1-7-12 to 30-6-15 and the same is brought on record in the cross examination of Shri Sujay Rao at Exb. 57 colly.

21. In terms of the order of reference, Party I has in all raised 17 demands in the present COD. Shri Nilesh Sawant has stated that Party I raised the present COD vide its letter dated 10-6-08. He has produced the said letter addressed to Party II along with the COD raised at Exb. 30 colly. As observed in the judgment in the case of **Walchandnagar (supra)**, the burden to justify the demands and to prove the same by facts and figures primarily lies upon the person who puts forth the demands and only on discharge of such burden, the onus thereupon shifts to the employer to disprove the claim of employee and not otherwise.

22. It deserves to be noted that witness No. 1 Shri Nilesh Sawant has made statements concerning only about 7 demands out of 17 raised in the COD. The 7 demands regarding which Shri Nilesh Sawant has deposed are Demand No. 1 Pay Scales, No. 2 Flat rise, No. 4. Variable Dearness Allowance, No. 5 House Rent Allowance, No. 7 Conveyance Allowance, No. 9 Leave and No. 11 Medical Reimbursement/Medical Allowance. Thus, it is clear that this witness has not made any positive statements in respect of 10 demands out of 17, raised in the COD.

23. It may be mentioned that witness No. 2 Shri P. Gaonkar has made it clear in his cross examination that witness No. 1 Shri Nilesh Sawant has not signed the claim statement and that he (Shri P. Gaonkar) has signed the same in the capacity as the General Secretary of the Union. He has also stated in his cross examination that he was present in the court when the evidence of witness No. 1 Nilesh Sawant was recorded. It is also brought on record in the cross examination of Shri P. Gaonkar that he has gone through the deposition of Shri Nilesh Sawant and that said Shri Sawant has not deposed on the demands such as leave, medical, VDA etc. It is further brought on record in the cross examination of this witness that at the point of time when the affidavit in evidence of witness No. 1 Shri Nilesh Sawant was drafted, he was not in Goa and was out of station but was present in the court when the evidence of Shri Nilesh Sawant was recorded.

24. On the basis of above evidence, it becomes clear that Shri P. Gaonkar has apparently filled in the lacunas left in the deposition of Shri Nilesh Sawant, whose evidence was recorded, before

recording the evidence of Shri P. Gaonkar, who has signed the claim statement in the capacity as General Secretary of GMS. It is also clear from the evidence pointed out in the above para that Shri P. Gaonkar was very much present in the court when the evidence of Shri Nilesh Sawant was being recorded. Thus, in such situation and considering the law laid down in the judgment in the case **Walchandnagar (supra)**, the evidence adduced by Party I in support of their demands by examining two witnesses, as above, needs to be read with due care and caution.

25. *Demand No. 1. Pay Scales:-* Shri Nilesh Sawant has stated that the present pay scales which were introduced by the settlement dated 22-3-05 are very less; that they were not revised substantially from the earlier settlement dated 17-11-2000 and therefore the purchasing power of the wages has decreased considerably. He has stated that owing to lower pay scales, the workmen in the lower grades suffer the most as they receive very low VDA and HRA. He has stated that there is rise in the consumer price index and in the rate of inflation and thus revision in pay scales is necessary. Shri Nilesh Sawant has produced the settlement between the management of Mandovi Pellets (A division of Chowgule & Co. Pvt Ltd.) and their permanent workmen dated 31-8-07 at Exb. 33 and the settlement between the management of Chowgule & Co. Pvt Ltd, Mormugao Harbour, Goa and their permanent workmen dated 27-3-09 at Exb. 34. It is worthwhile noting that though this witness has produced the settlements at Exb. 33 and Exb. 34 which is apparently to show the comparison between the pay scales of the workmen of aforesaid establishments vis-a-viz Party II, in his affidavit in evidence, this witness has not made any statements showing the comparison as required, in terms of the judgment in the case of **Balmer Lawrie (supra)**. In this judgment it is observed that the determination of considerations are, what is the total capital invested by the concern, what is the extent of its business, what is the order of the profits made by the concern, what are the dividends paid, how many employees are employed by the concern, what is its standing in the Industry to which it belongs, are amongst other matters to be examined by the Industrial adjudication in determining the question as to whether one concern is comparable with another in the matter of fixing wages. Even otherwise, Shri Nilesh Sawant has made it clear that he has not gone through the settlements at Exb. 33 and Exb. 34, produced by him before court.

26. Reference also needs to be made to the judgment in the case of **Novex Dry Cleaners (Supra)** in which it is observed that when wage structure is being fixed with reference to those in other similar Industries in the region, the standing of the Industries, strength of labour employed, extent of customers, profits and loss must be taken into account.

27. Undoubtedly, witness No. 1 Shri Nilesh Sawant while producing the settlements at Exb. 33 and Exb. 34 has not made any statements as required above and even otherwise, in his cross examination he has clearly stated that he has not gone through the settlements at Exb. 33 and Exb. 34. It may be that according to Shri Nilesh Sawant the nature of work of the workmen in both the above settlements is almost similar because the workmen are mechanics, technicians like workmen in Party I Union and they are paid more wages as compared to workmen in Party I Union. Nevertheless, the fact that remains is that no comparison as required in terms of both the above judgments, is before the court and therefore the above settlements cannot be considered while looking into the aspect of revision in wages of Party I workers.

28. In his chief examination, Shri P. Gaonkar has also deposed on the same lines as that of Shri Nilesh Sawant on the demand of pay scales. In his cross examination Shri P. Gaonkar has stated that the salaries paid to the workers by the similar concerns like Party II were before him when he prepared the claim statement. He has stated that Chowgule Company deals with automobiles, mobile cranes, sales and service of vehicles, assembling, barge constructions, repairs etc. and the activities of Party II is the sales and services of Maruti and Swaraj Mazda. He has further stated that there are no documents to show the details like nature of business, standing of company, strength of labour force, customers, profit and loss account of Chowgule Company and Maruti Udyog Limited. He has however stated that in Chowgule company there is around 1200 work force out of which about 218 workers are from Mandovi Pellets, in Mining there are 818 workers, in Maratha Transhipper there are 23 permanent workers and about 11 to 12 temporary workers, in ship building there are 46 permanent workers and more than 500 contract workers and in crane division there are 21 permanent/trainee workers and about 15 contract workers.

29. To my mind, the above details given by Shri P. Gaonkar, by itself, are not sufficient to

make out the comparison between the two establishments in terms of the judgments referred to above, and therefore such details are of no assistance to this court to make out a comparison between Party II and the so called comparable concerns.

30. Shri P. Gaonkar has further stated in his cross examination that Mandovi Pellets make the Pellets and to maintain the plant and machinery they engage welders, mechanics, electricians, operators and helpers. He has stated that the ship building division does the work of construction and repair of barges and small ships. He has stated that to do the maintenance work of the engine they employ mechanics, electricians, fitters, machinists and helpers. He has stated that in crane division it is sales and service of movable cranes mounted on trucks, tractors etc. He has stated that to do the servicing they engage mechanics, fitters, helpers and auto electricians. He has stated that in the mines, to extract the ore, company engages heavy vehicles such as dumpers, excavators, wheel loaders, trucks and other small vehicles. He has stated that to carry out the maintenance work, the management employs mechanics, fitters, auto electricians, operators, drivers and in the mines there are minemates, supervisors, helpers, checkers, slip boys etc.

31. Shri P. Gaonkar has further stated in his cross examination that the establishments which he has taken as comparable concerns deal in automobiles, mobile cranes, sales and service of vehicles, assembling, barge constructions, repairs etc. and the activities of Party II is the sales and services of Maruti and Sawraj Mazda. He has also stated that Party II company is dealing in the sales, service and maintenance of cars besides being the dealers. He has admitted that Chowgule and Company is in the business of extraction of mining ore and that ship building division does the work of repair of barges and other small vehicles. He has denied the suggestion that the work done by welder, mechanic, electrician, helpers, fitters, auto-electrician, drivers and operators working in Mandovi Pellets is different from the work done by Party II Company. He has also denied the suggestion that the business carried out by the divisions of Chowgule and Company cannot be compared to the business carried out by the Party II Company.

32. It deserves to be noted that in the claim statement Party I has pleaded that Party II is engaged in sales and service of the vehicles



manufactured by Maruti Udyog Limited and Swaraj Mazda in the State of Goa and which averment is not disputed by Party II. Thus, from the nature of above pleadings what is apparent is that Party II is mainly in the business of sales and service of the vehicles manufactured by the above establishments. In the claim statement, it is nowhere the case of Party I that the persons employed in Party II Company do the work as mechanics or for that matter the nature of work done by the persons employed in Mandovi Pellets or Mandovi Ship Building is similar to the work done by the persons employed by Party II. Even otherwise, reading of the evidence discussed in the preceding paras give an indication that the nature of the work in Mandovi Pellets and Mandovi Ship Building is not identical to the work done by Party II which company essentially deals in the sales and services of the vehicles manufactured by above mentioned two establishments. To my mind, to show the comparison between the nature of work actually done by the employees in the above two so called comparable concerns and Party II, Party I in fact, should have examined any of the workers from the above two establishments to speak about the actual nature of identical work done by them like in Party II. Even otherwise, the nature of work of an electrician or mechanic in a mine cannot be compared with the work done in sales and service establishment. Thus, in this sense settlements at Exb. 33 and Exb. 34 cannot be called as the settlements of comparable concerns.

33. In the judgment in the case of **French Motor Car Co. (supra)**, it is observed that the principles of industry-cum-region have to be applied by an industrial court when it proceeds to consider questions like wage structure, dearness allowance and similar conditions of service and in applying these principles the industrial courts have to compare wage scales prevailing in similar concerns in the region which it is dealing. Similarly, in the judgment in the case of **M/s. Polychem (supra)** it is observed that the principle of region-cum-industry has no doubt to be kept in view but than the comparable industries in the region have to be considered from all relevant aspects which have been laid down by the Apex Court.

34. I have already discussed in the preceding paras that Party I has not adduced convincing evidence on the aspect of comparable industries and therefore the question of applying region-cum-industry principle viz-a-viz the settlements at Exb. 33 and Exb. 34, does not arise.

35. Be that as it may, in his cross examination, Shri P. Gaonkar has admitted that Sai Service Goa, Sharayu Toyoto Goa, Areyman Sai Goa and Vistar Motors are in the same business like Party II but according to him they are new entrants. To the suggestion that Sai Service Goa are in the identical business like Party II for last 18 years so also Vistar Motors and Sharayu Toyoto are in the identical business like Party II for last 7 years and 10 years respectively, Shri P. Gaonkar has expressed ignorance. In this context, cross examination of witness No. 1 Shri Nilesh Sawant gains significance as he too has admitted that Sai Service, N.D. Naik, Vistar Motors and Aryaman Sai are dealing in the similar business like Party II. He has also admitted that while preparing the claim statement they did not take into consideration the overall working of the auto dealers in Goa like Sai Service, N.D. Naik, Vistar Motors and Aryaman Sai who are in the same business like their company. Nevertheless, Party I has not produced the settlements between the above establishments and their workers to show the comparison between the wages paid to their workers by these two establishments viz-a-viz the wages paid by Party II to the Party I workmen. He has also stated that while making these demands, they did not find out the wages or other allowances given by similar Industries to their workers. Shri Nilesh Sawant has denied the suggestion that the workers working in the aforesaid companies are paid less wages as compared to the workers working in Party II. He has further denied the suggestion that Party II pays the workers on the basis of industry-cum-region. Shri Nilesh Sawant was shown a document pertaining to the average salary comparison of similar type of industries in Goa and he has admitted the said document and it has been marked as Exb. 37 subject to proof. In this document Party II has depicted average salary comparison between similar types of industries in Goa such as Sai Service, Sharayu Toyoto, Aryaman Sai, N.D. Naik and Vistar Motors Goa apparently to show that the salaries paid to the Party I workers are more than the one paid to the workers from the above establishments. Nevertheless, since Exb. 37 is marked subject to proof and as to prove this document, Party II has not examined its author, no weight could be given to this document.

36. Perusal of evidence of Shri Nilesh Sawant reveals that they are paid incentives apart from their salary. He has admitted that he might have received an amount of Rs. 13,500/- for the year

2008/09, Rs. 11,700/- apporx. for the year 2009/10, Rs. 54,242/- for the year 2010/11 and then an amount of Rs. 44,800/- upto 31-3-12 as incentives other than his regular wages. In the cross examination of Shri P. Gaonkar, he was shown the latest details on the calculations of the wages of the workmen of Party I by stating that presently the wages of each of the workman have increased to Rs. 7,994/- p.m. which is as per 1960=100 A.I.C.PI at Exb. 48 colly and the witness was given time to confirm the above fact. It may be mentioned that on the next date of hearing, the witness stated that he did not try to find out from the workers if presently the wages of each of them have increased to Rs. 7,994/- as shown in Exb. 48 colly. Failure on the part of the witness to get the above details obviously leads me to draw the adverse inference on this subject, against this witness. Thus, it follows that the wages of each of the workman have presently increased by Rs. 7,994/- p.m. It is equally correct that the amount paid towards incentives, strictly speaking cannot be considered in wage adjudication but the fact remains is that Party II has been ultimately paying their workers for the work done by them. However, this by itself cannot absolve Party II from the task of revising the wages of Party I workmen.

37. In his chief examination, Shri Sujay Rao has stated that the financial position of the company is not sound and is bleak. He has also stated that in the year 2006, loss amounting to Rs. 117.66/- was incurred by the company. He has further stated that the major income reflected in the balance sheets is from interest on deposits, insurance and warranty claims, misc. income, sale of investment etc. and not from the production activities of the workmen concerned. He has stated that the expenditure on salaries and other aspect connected with the workmen concerned are increasing day by day without any corresponding increase in the income generated from any of the said activities of the workmen concerned. However, he has admitted in his cross examination, that the balance sheets of Party II for the years 2009-10, 2010-11 and 2011-12 (Exb. 63 colly) indicate that the company is in profit. This means that the financial position of Party II is sound enough to bear the additional burden and this is in the light of the settled principle that admission is the best piece of evidence. In the judgments in the case of **Purohit & Purohit (supra)**, in **Williamsons (supra)** and in **B. P. Steel (supra)** the observation is that while granting wages revision, the adjudicator has to be satisfied

positively that the financial condition of the employer is such as will enable it to bear the additional burden imposed on the company. On the basis of statement made by Shri Sujay Rao on Exb. 63 colly, I am convinced that Party I has fulfilled the above criteria.

38. It is an admitted fact that in the last settlement at Exb. 38, the average rise given per workmen per month was Rs. 1,088/-. It is the case of Party II while cross examining Shri P. Gaonkar that the above increase was given due to inflation. Though according to Party I the above increase was given pursuant to agreement between the management and workers but Shri P. Gaonkar has further made it clear that generally one of the reasons for giving wage rise is inflation. There is admission by Shri Sujay Rao in his affidavit in evidence itself, that the percentage increase in C.PI for the period 2006 to 2013 was 235.59%. This means that the inflation has risen considerably. Thus, this factor too, weighs in favour of Party I for grant of wage revision.

39. Perusal of cross examination of Shri Sujay Rao indicates that there is admission that the salaries of the workers except VDA and the amount of Rs. 750/- towards interim relief granted by this court, have not been increased since the year 2008. It is clear from the observations in the judgment in the case of **Transport Corporation (supra)** that the mere fact that there is an increase in the C.PI justifies and upward revision so also that the higher wages can be granted if financial position of the company permits the burden. Even for that matter, it is stated by Sujay Rao in his cross examination that in case of grant of flat rise without granting demand No. 1 of Pay scales, the basic will get stagnated. This situation, requires that demand No. 1 of Pay Scales needs to be granted to a reasonable extent in order to revise the wages.

40. Thus, from the above discussion, it is clear that Party I has made out a case for grant of demand No. 1 i.e. Pay Scales as under, effective from 1-7-08 till 30-6-12 which in my considered opinion is just, proper and appropriate in the facts and circumstances of the case:

Grade	Pay Scales
1	2
I- Helper	1000-50-1250-60-1550-70-1900-80-2300-90-2750-100-3250-110-3800.
II- Mechanic I	1300-60-1600-70-1950-80-2350-90-2800-100-3300-110-3850-120-4450.

1	2
III- Mechanic II	1500-70-1850-80-2250-90-2700- -100-3200-110-3750-120-4350- -130-5000.
IV- Sr. Mechanic	1700-80-2100-90-2550-100- -3050-110-3600-120-4200-130- -4850-140-5550.
Clerical/Jr. Store Assistant	1350-60-1650-70-2000-80-2400- -90-2850-100-3550-110-3950- -120-4500.
Sr. Assistant	1750-70-2100-80-2500-90-2950- -100-3450-110-4000-120-4600- -130-5250.

41. *Demand No. 2. Flat Rise:-* In the claim statement it is pleaded that the basic wage of the workmen is less than the minimum wages and that the Central Government has already implemented the minimum wages as basic wages in addition to DA, in order to maintain the seniority and to bridge the gap between the new workers and the senior workers and therefore their demand of Rs. 1,000/- for flat rise in the basic is genuine and justified. In defence Party II has denied the above case of Party I and has stated that comparable concerns pay less wages to their workers as compared wages paid by them. It is stated that in the last settlement the pay scales were revised and flat rise in basic salary and fitment was agreed. It is stated that sound financial position is no ground to revise the emoluments upward.

42. In his evidence on this demand, Shri Nilesh Sawant has stated that as per settlement dated 22-3-05 a flat rise of merely Rs. 200/- was added to their basic which was lesser than the flat rise given under the settlement dated 17-11-2000 which was Rs. 250/-. He has stated that their basic salary has remained stagnant over the years and as such they have got very less VDA as well as HRA. In his cross examination he has stated that they never protested by saying that flat rise given in the settlement dated 22-3-05 was less than the one given in the settlement dated 17-11-2000. He has stated that the VDA increases pursuant to the increase in the Consumer Price Index (C.P.I.). Shri P. Gaonkar the second witness of Party I has also disposed on the same lines in his chief examination, as that of witness No. 1 Shri Nilesh Sawant.

43. It may be mentioned that the grievance made by Party I that the flat rise in the basic as per the settlement dated 22-3-05 was lesser than the flat rise given under the settlement dated 17-11-2000, cannot be looked upon at this stage

for the reasons, as admittedly no grievance on the above subject was made by Party I at the point of time when the settlement dated 22-3-05 was entered into. Nevertheless, it is clear from the evidence of Shri Sujay Rao that percentage increase in C.P.I. from the period 2006 to 2013 was 235.59%. It cannot be disputed that VDA and HRA are calculated on the basis of the basic salary and thus the basic salary is the most important component in the wage structure. Thus, irrespective of lesser increase in the flat rise in the settlement dated 22-3-05 as compared to the increase in the settlement dated 17-11-2000 since admittedly there is increase in the percentage of C.P.I. as observed in the judgment in the case of **Transport Corporation of India (Supra)**, I am of the considered opinion that increase in the flat rise to the extent of Rs. 300/- to be added to the existing basic, needs to be granted. Needless to mention that flat rise given has to be added to the existing basic and thereafter fitted in the revised pay scales in the higher stage. Thus, this demand is therefore granted effective from 1-7-08 till 30-6-12.

44. *Demand No. 3. Seniority Increment:-* It is pleaded in the claim statement that the difference of basic pay of senior workers and the junior worker is very narrow and in fact the new workers are given higher basic and in order to bridge the gap and to maintain the seniority, the demand of seniority increment is legal and justified. In defence it is the case of Party II that the basic wages provide for adequate rise in wages for workmen having put in more years of service. It is stated that there is adequate guards and gap between the new inducted workers and senior workers and that the increment given to the workmen is as per the scales applicable and also on their performance which is more than the normal increment.

45. I have already pointed out supra that witness No. 1 Nilesh Sawant has not made any positive statement in oath on this demand. Even for that matter, witness No. 2 Shri P. Gaonkar has also not made any positive statement on oath on this demand. It is worthwhile noting that in the last settlement at Exb. 38 there is no mention about seniority increment and it is apparent from the evidence of Shri Sujay Rao that this demand has been newly introduced as there was no such clause of seniority increment in the earlier settlements. That apart, what appears from the cross examination of Shri Sujay Rao is that according to Party I, this demand deserved to be granted also because if granted, the maximum



burden on the company per month per worker would be Rs. 500/-, thereby indicating that the burden would be very less and therefore there is no reason for the company not to accede to this demand. To my mind, merely because the company is capable of shouldering this burden which according to Party I is meagre, it would not be proper and justified to grant this demand because sound financial condition of the company is not the sole ground to grant revision. Reference in this context is made to the observations in the judgment in the case of **Hindustan Lever Ltd. (supra)**, in which it is observed that merely because the company is financially sound and in a position to absorb the additional burden is no ground to revise the emoluments upward. It is observed that no Industrial establishment can be accepted to show such financial indulgence or indiscipline as would distort the existing differentials etc., merely because its financial condition is sound enough to absorb additional burden. It is further observed that this is for the obvious reason that irresponsible and unjustified upward revision in wage could create ripples elsewhere and disturb the wage structure in the region. Reference is also made to the judgment in the case of **Remington Rand (Supra)**, the observations in which also make it clear that the fact that an employer is able to bear the burden is not the criterion.

46. Nevertheless, the fact that remains is that it was for Party I to have given convincing justification by making statements on oath relating to this demand. Since no required justification for grant of this demand is made by Party I, this demand cannot be granted.

47. *Demand No. 4. Variable Dearness Allowance:-* It is pleaded in the claim statement that presently the dearness allowance is very less and cannot compensate the high cost of increase in the cost of living. It is also pleaded that the norm of 100% neutralization is accepted by the Government to their employees. In answer to this demand it is the case of Party II that in the present case the pattern of VDA at the rate of Rs. 1.95/- per point rise existing is fair. It is stated that VDA is linked with All India Consumer Price Index (A.I.C.P.I.) which takes care of all factors. In his evidence Shri Nilesh Sawant has stated that VDA paid is very less and has not been revised for a long time. He has stated that the rate of VDA has not been revised since 17-11-2000 when the previous settlement was signed. He has stated that VDA helps them bear the effect of increasing prices and inflation. In his cross examination, Shri Nilesh Sawant has stated that vide the interim relief order passed by this court they are granted Rs.

750/- p.m. as interim relief and that during the period from 2008 to December, 2011 their wages have increased to Rs. 2,400/- which includes the amount towards interim relief and VDA. However, subsequently he has admitted that it may be true that during the aforesaid period his wages have increased to Rs. 4,377/-. He has denied the suggestion that the VDA which was granted as per the settlement at Exb. 38 has been taking care of rise in the cost of living. He has stated that at the end of the settlement at Exb. 38, the VDA paid to them was Rs. 4,314/- and presently there are getting VDA of Rs. 6,970/-. He has however admitted that being not a Central Employee, he cannot be put in the same category as the scales of Central Government Employees. He has denied the suggestion that the VDA existing at 1.95 per point rise is justified. He has stated that the VDA increases pursuant to increase in C.P.I. The statements made by Shri P. Gaonkar in his affidavit in evidence on this demand are on the same lines as the one made by Shri Nilesh Sawant. Shri P. Gaonkar has stated that as the A.I.C.P.I. has risen exponentially it is essential that even the rate of VDA be revised. In his cross examination Shri P. Gaonkar, to the suggestion that during the period from 2008 till date i.e. March, 2013 company has given an increase of Rs. 5,512/- to each of the workers which includes the amount of Rs. 750/- granted towards interim relief, has stated that except for the said amount of Rs.750/- and normal increase in VDA due to increase in C.P.I. the company has not given any raise.

48. Shri Sujay Rao has stated that VDA clause in the settlement takes care of the increase in cost of living and the last settlement which was in force from 1-7-04 to 30-6-08 had adequately taken care of the said reasons stated by the Union and therefore there is no need of grant of said allowance. In his cross examination this witness has admitted that VDA is given due to the increase in C.P.I. though he has also made it clear that VDA is paid also as per agreement.

49. Be that as it may, it is apparent from the above evidence that VDA is paid as per the settlement dated 22-3-05 at Exb. 38, which is from the period from 1-7-04 to 30-6-08 @ Rs. 1.95/- per point rise or fall. It cannot be disputed that A.I.C.P.I. is fixed by the Government but the rate per point is to be fixed by the employer and the employees and in case of differences between them, it is further Industrial adjudicator to decide the same. Admittedly, the percentage increase in C.P.I. from the period 2006 to 2013 was 235.59% and though the percentage increase in the salary for the corresponding period was Rs. 4,720.30/-,



the same is obviously due to VDA. Nevertheless, the fact that remains is that presently there is considerable increase in C.P.I. and therefore in my opinion the present pattern of VDA at the rate of Rs. 1.95/- per point rise is not fair and therefore the variable dearness allowance should be paid at the revised rate of Rs. 2/- per point rise. Hence this demand is partly granted as above, effective from 1-7-08 till 30-6-12.

50. *Demand No.5. House Rent Allowance:-* It is stated in the claim statement that the cost of accommodation is very high in Goa; that the employer has extended this benefits to its officers and therefore the demand of Party I for HRA at the rate of 30% basic since Goa is treated as B class city by the Central Government.

51. In reply to the above demand Party II has pleaded that all the workmen employed by them are residing locally and have their self owned houses and therefore HRA presently paid is not a basic necessity as compared to any person not owning a house and having required to spend on the same. Thus, the existing practice of 25% HRA on basic is adequate and justified. In his evidence on this demand, Shri Nilesh Sawant has stated that as per the settlement at Exb. 38, HRA was paid to them at 25% but as in the recent years the cost of living in the State of Goa as well as the real estate prices have made housing very costly, HRA needs to be revised. He has stated that the HRA at the rate of 25% was agreed in the settlement of 17-11-2000 and since then has not been revised. In his cross examination this witness has stated that he resides in his own house and spends about Rs. 3,500/- to 4,000/- on maintenance of his house, every year. He has stated that he does not know what amount is spent by other workers on the maintenance of their residential houses, every year.

52. Shri P. Gaonkar in his chief, has deposed on the same lines as that of statements made by Shri Nilesh Sawant in his chief examination. In the cross examination Shri P. Gaonkar has stated that he stays in his own house and pays Rs. 3,000/- to Rs. 3,500/- p.m. has maintenance charges to the society. Shri Sujay Rao has reiterated the pleadings in the written statement on this demand, in his affidavit in evidence.

53. Perusal of settlement at Exb. 38 reveals that it was agreed between the parties that w.e.f. 1-7-2004 HRA shall be paid to all eligible permanent workmen @ 25% on their basic. It is apparent from the evidence of Shri. Nilesh Sawant that the rate of HRA at 25% was agreed in the

settlement dated 17-11-2000 and since then it has not been revised. This being the case, irrespective of the fact that some of the workmen may be residing in their own houses, considering the rise in the cost of living and also the rise in the maintenance charges of the accommodations, I am of the considered opinion that there needs to be made an increase in the percentage of HRA, which in my opinion could be @ 30% of the basic. Hence this demand is granted accordingly effective from 1-7-08 till 30-6-12.

54. *Demand No. 6. Children Education allowance:-* It is pleaded in the claim statement that the cost of education is very high in Goa and the workers are unable to meet the expenses of education and as such they have demanded for education allowance of Rs. 500/- p.m. It may be mentioned that in the last settlement at Exb. 38 no demand for children education allowance was raised by the workmen and therefore this demand needs to be considered as a fresh demand. In the written statement, in reply to this demand, Party II has stated that there is no justification for introducing new demand for children education allowance @ Rs. 500/- p.m. or that the cost of children education is high in Goa.

55. Even otherwise, in his cross examination Shri Nilesh Sawant has though stated that some companies give children education allowance to their workers but has further stated that he does not know the names of these companies. Even for that matter, Shri P. Gaonkar has though stated in his cross examination that mostly all the companies in Goa including Chowgule's give children education allowance, he too has not given the required details about the comparable concerns on this subject. Being so, there is no evidence of comparable concerns, on this demand, before this court. Nevertheless, it cannot be disputed that it is the need of the time to educate each and every child to acquire knowledge and live a life of dignity. This is because getting a good education is the key to growth, as it allows knowledge to be advanced from generation to generation. It may be mentioned that the education makes one financially secure than their uneducated counterparts. This being the present scenario, I am inclined to grant an amount of Rs. 200/- per month per worker towards children education allowance and this demand is granted effective from 1-7-08 till 30-6-12.

56. *Demand No. 7. Conveyance Allowance (CA):-* It is pleaded in the claim statement that the cost of transportation is very high in Goa and the

wages paid to the workers are not even bare minimum wages which can meet the day to day needs of the workers and hence the demand of Rs. 70/- in addition to the existing conveyance allowance. In reply to this demand, it is the case of Party II that the existing practice of Rs. 32/- is adequate; that all the workmen are from local arrears and are not required to use any conveyance to reach the company. In his evidence, Shri Nilesh Sawant has stated that the amount of Rs. 32/- per day paid to the workers as CA as per the settlement dated 22-3-05 is not enough in today's circumstances. He has stated that the fuel prices have sky rocketed in the recent years and the average cost of daily transport has substantially increased. He has stated that the workmen travelling for work using public transport are affected badly as the fare has been increased substantially. Shri P. Gaonkar in his chief examination, has reiterated the statements made on this demand by Shri Nilesh Sawant. Shri Sujay Rao has stated that the existing practice of Rs. 32/- is adequate and that Union's demand for Rs. 70/- in addition to the existing practice is unjustified.

57. Perusal of settlement at Exb. 38 reveals that effective from 1-7-04, the existing CA of Rs. 18/- per day payable to the confirmed workmen was enhanced to Rs. 32/- per day of full shift attendance and half for half day attendance. Undoubtedly, there has been considerable increase in the fuel prices and this by itself is sufficient for increasing the CA presently payable to the workmen. Thus, in my considered opinion the CA presently paid to the workmen should be increased by Rs. 45/- in addition to the existing, to meet the day to day needs of the workers. Hence this demand is granted as above which shall be effective from 1-7-08 till 30-6-12.

58. *Demand No. 8. Paid Holidays:-* It is the pleading in the claim statement that the workmen should be granted paid holidays at the rate of 16 days per year as the other similar establishments in the region are already granting higher paid holidays as Goa is full of festivals and to celebrate these festivals most of the Industrial establishments grant their workers festival holidays. In the written statement, in reply to the above demand, it is the case of Party II that the existing practice of granting 13 paid holidays is adequate and was also not disturbed in the last settlement. It is stated that considering the paid holidays enjoyed at present, weekly holidays, various types of leaves, working days for productive work has been drastically reduced and therefore the demand for 16 paid holidays is too much and deserves to be rejected.

59. It may be mentioned that both i.e. Shri Nilesh Sawant and Shri P. Gaonkar have not deposed regarding this demand and therefore there is no statement from them, on oath, justifying this demand. Being so, there is no reason for me to grant this demand.

60. *Demand No. 9. Leave:-* In his arguments Shri P. Gaonkar has made it clear that Party I is not pressing this demand and therefore I find no reason to grant this demand.

61. *Demand No. 10. Leave Travel Allowance (LTA):-* It is the pleaded in the claim statement that LTA should be paid at the revised rate of Rs. 3,500/- p.a. with minimum of 4 days earned leave and the amount shall be paid one week before the commencement of the leave. In the written statement, in reply to this demand, it is the case of Party II that the existing practice of granting LTA at the rate of Rs. 1,900/- p.a. is adequate. In his cross examination Shri Nilesh Sawant has stated that he does not know as to which companies give LTA @ Rs. 3,500/- p.a. with 4 days earned leave. He has further stated that there are companies which give LTA more than Rs. 3,500/- or even less than that, with earned leave but he does not know the names of these companies. Shri P. Gaonkar in his cross examination has stated that all companies in Goa including Chowgule's pay LTA combined with 4 days earned leave. This being the case, and considering the facts that Party II had been granting LTA @ Rs. 1,900/- p.a. which is as per the settlement at Exb. 38, in my view, there arises a need to increase the amount granted per annum towards LTA in the present COD, which to my mind should be to the extent of Rs. 2,400/- p.a. effective from 1-7-08 till 30-6-12.

62. *Demand No. 11. Medical Reimbursement/ Medical Allowance:-* It is pleaded in the claim statement that due to working in dusty place, major health hazards are caused to the workers and the cost of medicines is very high. It is stated that the cost of all medical expenses of the workmen and their family shall be reimbursed and an amount of Rs. 4,500/- should be paid as medical allowances to meet the day to day needs of the family members of the workmen. In reply to this demand, it is the case of Party II that the existing practice of granting medical allowances by reimbursing one months basic pay to those permanent workmen who are outside the purview E.S.I. Act, 1948 is adequate and was fixed under the mutual agreement signed between the parties.

63. In his evidence Shri Nilesh Sawant has stated that the medical benefits have remained the same since 17-11-2000 and were not revised. Even Shri P. Gaonkar has reiterated the above

statement in his chief examination. It is therefore clear that both the above witnesses have claimed the revision in medical benefits merely because the same have not been revised since 17-11-2000 without thereby giving any justification on oath for revision in the amount of medical benefits already availed by them. This is because, in the claim statement Party I has sought revision in medical benefits on the grounds that as the workers are working in dusty place, major health hazards are caused to them which fact has not been established by Party I either by making any statement on oath on this subject or by leading evidence to prove the same. This being the case, I have no reason to grant this demand.

64. *Demand No. 12. Festival Advance:-* It is pleaded in the claim statement that all the workmen should be granted festival advance once in a year of Rs. 3,500/- at the time of festival to meet the additional expenses incurred by them for such festivals. In reply to this demand, it is the case of Party II that this demand is uncalled for and was never a practice so far. It is stated that it is an individual decision to celebrate or not a given festival and the same cannot be a service condition.

65. Shri Nilesh Sawant and Shri P. Gaonkar, the witnesses of Party I have not made any statements on oath, in support of this demand and therefore there is no justification for granting this demand. Thus, this demand cannot be granted.

66. *Demand No. 13. Bonus/Ex-Gratia:-* In the claim statement it is pleaded that the wages paid to the workers are very low and in order to bridge the gap, bonus is considered as deferred wages hence the payment of 20% bonus to mitigate the hardship caused to the workers to meet day to day needs is just and proper. In answer to this demand, it is the case of Party II that the workmen are covered under the Payment of Bonus Act which is a statutory Act and the payment of bonus cannot be agitated under this Act when a special Act is in force. Shri Nilesh Sawant and Shri P. Gaonkar, the witnesses of Party I have not made any statements on oath, claiming this demand and therefore there is no justification for granting this demand.

67. That apart, in his evidence Shri Nilesh Sawant has admitted that bonus is paid on the basis of Payment of Bonus Act, as per which they are entitled for the bonus @ 8.33% p. annum. He has admitted that they have been paid bonus @ more than 8.33 % and for the last 5 years they are paid bonus @ ranging between 15% to 20%. Thus, no justification has been made out for grant of this demand.

68. *Demand No. 14. Canteen Subsidy:-* It is pleaded in the claim statement that all the workmen shall be paid canteen subsidy @ Rs. 500/- p. m. as the cost of food is very high and it is continuously increasing. In reply to this demand it is the case of Party II that there is no statutory liability to provide canteen facility and even otherwise demand for Rs. 500/- p.m. is unjustified and unreasonable. Shri Nilesh Sawant and Shri P. Gaonkar, the witnesses of Party I have not made any statements on oath, in support of this demand and therefore there is no justification for granting this demand. Thus, this demand cannot be granted.

69. *Demand No. 15. Washing Allowance:-* It is pleaded in the claim statement that the cost of detergent is very high and increasing day by day and therefore the demand for payment of washing allowance @ Rs. 350/- p.m. is just and proper. In reply to this demand, it is the case of Party II that the existing practice of granting washing allowance @ Rs. 250/- per eligible employees is adequate. It is stated that the company has hired a laundry contractor and the work of washing is done through this contractor. It is a matter of common knowledge that the price of detergent has increased as compared to the date of last settlement and therefore in my view the amount to be paid towards washing allowance should be Rs. 300/- per month. Thus, this demand is granted as above, effective from 1-7-08 till 30-6-12.

70. *Demand No. 16. Daily Bhatta/Outdoor Allowance:-* It is pleaded in the claim statement that the workmen who are required to work on outstation duty should be paid actual travelling and accommodation and the daily bhatta @ Rs. 350/- per day. In reply of this demand it is the case of Party II that the demand made herein is uncalled for and was never a practice so far. Shri Nilesh Sawant and Shri P. Gaonkar, the witnesses of Party I have not made any statements on oath, claiming this demand and therefore there is no justification for granting this demand. Thus, this demand cannot be granted.

71. *Demand No. 17. Special Sick Leave:-* It is pleaded in the claim statement that those workmen who meet with an accident while on duty, should be granted special sick leave for the period they are under medical treatment. In reply to this demand, it is the case of Party II that this demand is uncalled for as it was never a practice so far. It is stated that normally sick leave is granted for 6 days in the calendar year and the same can be accumulated for 18 days. It is stated



that the company has always taken a lenient view in respect of workmen who meet with accident whilst on duty but there is no provision for a workmen to claim any special sick leave. Shri Nilesh Sawant and Shri P. Gaonkar, the witnesses of Party I have not made any statements on oath, claiming this demand and therefore there is no justification for granting this demand. Thus, this demand cannot be granted.

72. It is worthwhile mentioning that in the cross examination of Shri Sujay Rao, with reference to balance sheets of the company for the year 2007-08 (Exb. 35), 2009-10 (Exb. 63 colly) and 2010-11 (Exb. 63 colly) it is brought on record, that the managerial remuneration paid to the Directors is Rs. 12.83/- Lakhs, Rs. 88,00,000/- Lakhs and Rs. 85,65,000/- per annum, respectively, in order to make out a case that a huge amount towards remuneration is paid to the managerial cadre, as compared to the workers. However, in my considered opinion, there could be no comparison between the remuneration paid to the Directors of the company and the workers. In the judgment in the case of **Sail Ex-employees Association v/s. Steel Authority of India and Anr. 2010-II-LLJ 492**, it is observed that the employees who are workmen, constitute an all together different class from the employees who are managers and officers, being members of various executive cadres of the company. It is further observed that the pay structure, allowances and service conditions of employees forming part of managerial cadres are altogether different from the pay structure, allowances and service conditions of employees constituting non executive cadres. It is observed that those who belong to executive cadres get not only higher salary but also better allowances, more perks and more favourable service conditions. Thus, in the light of above observations, the aforesaid balance sheets are of no assistance to Party I, to advance its case.

73. Records reveal that, by order dated 05-04-11 (Exb. 22) on the application for interim relief filed by Party I, this court had directed Party II to pay Rs. 750/- p.m. to each of the workman from the date of the application till the final Award and the above amount ordered, was to be adjusted at the time of passing of the final Award. Being so, this amount being paid to the workmen in view of the above order, shall be adjusted towards the amount now ordered to be paid to Party I workers, in this reference.

74. In the result and in view of discussion supra, I pass the following:

## ORDER

(1) The reference is partly allowed thereby granting Demand No. (1) Pay Scales, Demand No. (2) Flat Rise, Demand (4) Variable Dearness Allowance, Demand No. (5) House Rent Allowance, Demand No. (6) Children Education Allowance, Demand No. (7) Conveyance Allowance, Demand No. (10) Leave Travel Assistance, Demand No. (15) Washing Allowance, to the extent discussed in these respective demands.

(2) Demand No. (3) Seniority Increment, Demand No. (8) Paid Holidays, Demand No. (9) Leave, Demand No. (11) Medical Reimbursement/ /Medical Allowance, Demand No. (12) Festival Advance, Demand No. (13) Bonus/Ex-gratia, Demand No. (14) Canteen Subsidy, Demand No. (16) Daily Bhatta/Outdoor Allowance, Demand No. (17) Special Sick Leave, are rejected.

(3) Amount of Rs. 750/- p.m. to be paid to each of the workman in terms of order dated 5-4-11 (Exb. 22) shall be adjusted towards the amount now granted.

(4) No order as to costs.

Inform the Government accordingly.

Sd/-  
(Bimba K. Thaly)  
Presiding Officer  
Industrial Tribunal-cum-  
-Labour Court.

Department of Panchayati Raj and  
Community Development

Directorate of Panchayats

—  
Order

No. 19/11/DP/Co-Opt.V. P/2015/6403

In exercise of powers conferred on me by Clause (d) of Section 53 of the Rule 2 and Rule 5 of the Goa Panchayat Raj (Co-option of Members Rules) 1997, I, Director of Panchayats hereby specifies the Officers mentioned in column No. (2) of the Schedule appended hereto as the Presiding Officer, who shall preside over the special meeting of the Panchayat mentioned in corresponding entry in column No. (3) of the Schedule to be held on 29-09-2015 in the premises of the Village Panchayat Office to Co-opt one person belonging to Scheduled Caste.



## SCHEDULE

Sr. No.	Name of the Officer, his designation and office address	Name of the Village Panchayat
1.	Shri Vasant Parab, E.O.R.E. O/o. B.D.O., Bicholim	Amona.
2.	Shri G. K. Parab, E.O.V.P. O/o. B.D.O., Bicholim	Reserved.

In the absence of any of the above Presiding Officer, the Block Development Officer, Bicholim is hereby authorized to appoint the reserved staff or to make alternate arrangement.

*Gurudas P. Pilarnekar*, Director (Panchayats).

Panaji, 24th August, 2015.

## Notification

No. 19/11/DP/CO-OPTION V.P/15/6402

In exercise of the powers conferred by Rule 3 of the Goa Panchayat Raj (Co-option of Members) Rules, 1997, I, Director of Panchayats hereby fix Tuesday the 29th day of September, 2015 as the date on which special meeting of elect member of Panchayat specified in column No. 3 of the Schedule appended hereto for co-option of one person belonging to Scheduled Caste, as a member of the Panchayat. The meeting shall be held in the respective Village Panchayat office.

## SCHEDULE

Sr. No.	Name of the Block	Name of the Village Panchayat
1	2	3
1.	Bicholim	1. Amona

By order and in the name of the Governor of Goa.

*Gurudas P. Pilarnekar*, Director & ex officio Addl. Secretary (Panchayats).

Panaji, 28th August, 2015.

Department of Personnel

## Order

No. 4/3/2015-PER/2980

Read: Government Order No. 7/3/92-PER dated 30-06-2015.

Governor of Goa is pleased to transfer on deputation Dr. Uday V. T. Pednekar, Dy. Director of Animal Husbandry & Veterinary Services, Panaji-Goa and post him as Managing Director, Goa Meat Complex Ltd., Panaji with immediate effect thereby relieving Dr. Santosh Dessai, Director of Animal Husbandry & Veterinary Services, Panaji from his additional charge of Goa Meat Complex Ltd.

By order and in the name of the Governor of Goa.

*R. Aga*, Under Secretary (Personnel-II).

Porvorim, 24th August, 2015.

## Department of Public Health

## Order

No. 45/5/2009-I/PHD/1035

Read: Memorandum No. 45/5/2009-I/PHD dated 04-06-2015.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(2)/91-12(Part File)/1013 dated 14-05-2015, Government is pleased to appoint Dr. Manasi Amar Prabhudesai to the post of Senior Ophthalmic Surgeon (Group "A", Gazetted) in the Pay Band-3 of Rs. 15,600-39,100 with Rs. 6,600/- Grade Pay under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Manasi Amar Prabhudesai shall be on probation for a period of two years.

Dr. Manasi Amar Prabhudesai is posted at North Goa District Hospital, Mapusa against the post fallen vacant due to resignation of Dr. Aparna Kapil Naik, Sr. Ophthalmic Surgeon.

Dr. Manasi Amar Prabhudesai has been declared medically fit by the Medical Board. Her appointment is made subject to the verification of her character and antecedents. In the event of any adverse matter noticed by the Government on verification of character and antecedents, her services shall be terminated.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 17th August, 2015.

**Order**

No. 38/269/2014-I/PHD/1012

Government is pleased to recognize 'Vishwa Sanjivani Health Centre, Multi Speciality Hospital, Vasco-da-Gama, Goa' for the treatment of Haemodialysis to kidney patients @ Rs. 1,300/- per dialysis for a minimum of 12 dialysis per month for the purpose of Mediclaim under Goa Mediclaim Scheme and for medical reimbursement of Government employees, Freedom Fighters, MLAs under Civil Services (Medical Attendance) Rules, 1994.

This issues with the concurrence of Finance (Exp) Department vide their U. O. No. 1400000436 dated 13-08-2015.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 19th August, 2015.

**Order**

No. 4/3/2005-II/PHD/Vol. II/1237

Read:(1) Government Order No. 4/3/2005-II/PHD/Vol. II dated 03-07-2013.

(2) Government Order No. 4/3/2005-II/PHD/Vol. II dated 21-07-2014.

Government is pleased to extend the term of ad hoc promotion of the following doctors in the Department of Biochemistry in Goa Medical College, Bambolim, for a period of one year or till the posts are filled on regular basis whichever is earlier, as indicated against their names:-

Sr. No.	Name of Doctors & promoted post (ad hoc)	Extended w.e. f.
1	2	3
1.	Dr. (Mrs.) Manisha Audi, Associate Professor	03-07-2015 to 02-07-2016
2.	Dr. Carlos Noel Menezes, Assistant Professor	03-07-2015 to 02-07-2016

This issues with the concurrence of the Goa Public Service Commission conveyed vide their letter No. COM/II/11/30(2)2014/644 dated 20-07-2015 & No. COM/II/11/30(1)/2014/737 dated 31-07-2015.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).

Porvorim, 21st August, 2015.

**Order**

No. 4/3/2005-II/PHD/Vol.III/1258

Government is pleased to promote the following doctors in the Department of Ophthalmology on ad hoc basis in Goa Medical College, Bambolim for a period of one year or till the posts are filled on regular basis, whichever is earlier, in the pay scale and other allowances admissible as per rules, as indicated against their names:-

Sr. No.	Name of Doctor & designation	Promoted to	Pay scale
1.	Dr. Vivek S. Naik, Assistant Professor	Associate Professor	PB—3, Rs. 15,600-39,100 GP of Rs. 6,600/-
2.	Dr. Dipti A. Srivastava, Lecturer	Assistant Professor	-do-

The above ad hoc appointments shall not bestow on them any claim for regular appointment or the services rendered by them on ad hoc basis in the grade shall not be counted for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).  
Porvorim, 21st August, 2015.

**Order**

No. 4/3/2005-II/PHD/Vol.III/1259

Government is pleased to promote the following doctors in the Department of Physiology on ad hoc basis in Goa Medical College, Bambolim for a period of one year or till the posts are filled on regular basis, whichever is earlier, in the pay scale and other allowances admissible as per rules, as indicated against their names:-

Sr. No.	Name of Doctor & designation	Promoted to	Pay scale
1.	Dr. Isabella Coelho Correia Afonso, Assistant Professor	Associate Professor	PB—3, Rs. 15,600-39,100 GP of Rs. 6,600/-
2.	Dr. Melanie Audrey Alvares, Assistant Lecturer	Lecturer	-do-

The above ad hoc appointment shall not bestow on them any claim for regular appointment or the services rendered by them on ad hoc basis in the grade shall not be counted for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).  
Porvorim, 21st August, 2015.

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**Order**

No. 4/3/2005-II/PHD/Vol.III/1260

Government is pleased to promote Dr. Anuja R. Ganoo, Assistant Lecturer in Microbiology to the post of Lecturer in Microbiology on ad hoc basis in Goa Medical College, Bambolim in the pay scale of Pay Band—3, Rs. 15,600-39,100 with Grade Pay of Rs. 6,600/- and other allowances admissible as per rules, with immediate effect.

The ad hoc appointment is initially for a period of one year or till the post is filled on regular basis, whichever is earlier.

The above ad hoc appointment shall not bestow on her any claim for regular appointment or the service rendered by her on ad hoc basis in the grade shall not be counted for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade, if any.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).  
Porvorim, 21st August, 2015.

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**Order**

No. 44/62/2012-I/PHD/1056

Government is pleased to accept the resignation tendered by Dr. Darshana L. Naik, Medical Officer, Hospicio Hospital, Margao under the Directorate of Health Services. She stands relieved from the post of Medical Officer under Directorate of Health Services w.e.f. 31-07-2015.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 24th August, 2015.

**Order**

No. 4/1/2014-IV/PHD/Part 2/1295

Government of Goa is pleased to invoke the Clause 1 of the Agreement cum Bond for Admission to Postgraduate M.D.S. Course of the Goa University in the Goa Dental College and Hospital signed by the following doctors with the Government of Goa and appoint them as Lecturer in Goa Dental College and Hospital, Bambolim-Goa on contract basis on a consolidated remuneration of Rs. 55,000/- (Rupees fifty five thousand only) per month per head, for a period as stipulated in the Agreement of Bond for Admission to Postgraduate Course of Goa University in Goa Dental College with effect from the date of their joining against the places indicated against their names:-

Sr. No.	Name of the MDS Student	Place of posting
1.	Dr. Tajinder Singh	Lecturer in Oral Pathology.
2.	Dr. Shruti U. Nagrekar	Lecturer in Oral Pathology.
3.	Dr. Soares Renita Savia	Lecturer in Conservative Dentistry.

All the above mentioned doctors shall report to the Under Secretary (Health), Secretariat, Porvorim immediately to complete the formalities for executing the service agreement.

The appointment of the above doctors shall be subject to the terms and conditions contained in the agreement to be executed by them with the Government.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).  
Porvorim, 1st September, 2015.

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**Order**

No. 4/1/2014-IV/PHD/Part 2/1295

Government of Goa is pleased to invoke the Clause 1 of the Agreement cum Bond for Admission to Postgraduate M.D.S. Course of the Goa University in the Goa Dental College and Hospital signed by the following doctors with the Government of Goa and appoint them as Public Health Dentist under Directorate of Health Services, Panaji-Goa on contract basis on a consolidated remuneration of Rs. 30,000/- (Rupees thirty thousand only) per month per head, for a period as stipulated in the Agreement of Bond for Admission to Postgraduate Course of Goa

University in Goa Dental College with effect from the date of their joining against the places indicated against their names:-

Sr. No.	Name of the MDS Student	Place of posting
1.	Dr. Nikita Dilip Kumar Karekar	North Goa District Hospital, Mapusa.
2.	Dr. Sonam Malik	Sub District Hospital, Ponda.
3.	Dr. Sinai Khandeparkar Purva Vijay	Hospicio Hospital, Margao.

All the above mentioned doctors shall report to the Under Secretary (Health), Secretariat, Porvorim immediately to complete the formalities for executing the service agreement.

The appointment of the above doctors shall be subject to the terms and conditions contained in the agreement to be executed by them with the Government.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Under Secretary (Health).  
Porvorim, 1st September, 2015.

#### Certificate

No. 4/14/2011-II/PHD/1238

Read: Government Order No. 4/14/2011-II/PHD dated 28-07-2015.

Certified that the character and antecedents of Dr. Varsha Gajanan Signapurkar, Assistant Lecturer in Burns unit in Goa Medical College and Hospital, Bambolim appointed vide above referred Order has been verified by the Addl. District Magistrate, North Goa District, Panaji and nothing adverse has come to the notice of the Government.

*Sangeeta M. Porob*, Under Secretary (Health).  
Porvorim, 24th August, 2015.

## Department of Women & Child Development

Directorate of Women & Child Development

#### Notification

No. 8/1/94/DW & CD/Part/1443

Read: Notification No. 8/1/94/2010-W&CD/3539 dated 04-11-2010.

In exercise of the power conferred by sub-rule (iv) and (v) Rule 3 of the Rules of the State Social Welfare Board Goa 1995, Government of Goa in consultation with the Central Social Welfare Board, New Delhi hereby reconstitutes State Social Welfare Board with effect from 17-08-2015 as follows:-

Smt. Kamalini Painguinker — Chairperson.

#### State Government Nominees

1. Smt. Nutan Santosh Naik, Borim-Goa.
2. Smt. Shubhada Kundaiker, Old-Goa.
3. Shri Anthony D'Souza, Pernem-Goa.

#### Central Boards Nominee

1. Shri Francisco R. A. J. Sousa, Calangute, Bardez-Goa.

#### Official Nominees

1. Director of Women and Child Development.
2. Director of Social Welfare.

The tenure of the above Board will be for a period of three years with effect from the date of publication of the Notification in the Official Gazette.

By order and in the name of the Governor of Goa.

*Deepali Naik*, Director & ex officio Joint Secretary (DW&CD).

Panaji, 1st September, 2015.

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